

Mail To: Ivory and Company  
370 East South Temple #500  
SLC, Utah 84111

3858884

6250  
Wayne Harper

GUARANTY TITLE

Oct 19 11 26 AM '83

KATHLEEN M. HANSEN  
RECORDER  
SALT LAKE COUNTY  
UTAH

Second Amendment to Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting the Real Property Known as Chaparral West (also known as "Chaparral West") Plat "A" Sub-division

TO WHOM IS MAY CONCERN:

SECOND AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, Ivory and Company, a Utah Limited Partnership ("Ivory"), is the owner of record of the following described real property situated in the County of Salt Lake, State of Utah:

<u>Lots:</u>					
	1-2	15-16	38-136	147	170
	8-9	27, 31	140	156	172

of Chaparral West Plat "A" Subdivision, also known as Chaparral West Plat A (such subdivision being referred to herein as the "Subdivision") a part of the West 1/2 of Section 33, Township 1S, Range 2W, Salt Lake Base and Meridian, the plat map of which Subdivision was recorded in the office of the Salt Lake County, Utah Recorder as Entry No. 3546089 on 3-2-81:

WHEREAS, the number of lots of the Subdivision that Ivory owns is more than two-thirds (2/3) of the total lots of the Subdivision;

WHEREAS, on March 20, 1981, there was recorded in Book 5227, at Page 396, at the office of the Recorder of Salt Lake County, State of Utah, certain Protective Covenants (the "Protective Covenants") having for their purpose the establishment and maintenance of a first-class residential neighborhood on the Subdivision; and

WHEREAS, on August 29, 1983, there was recorded a second amended plat of the Subdivision, which amended plat (a) was entitled "Chaparral West Plat A Amended #2", (b) shall be referred to here in as the "Second Amended Subdivision" and (c) relates to changes of only a portion of the original Chaparral West Plat A Sub-division plat map;

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Q/O 51-5

NOW, THEREFORE, pursuant to Part D, paragraph 4 of the Protective Covenants, Ivory hereby amends the following provisions of the Protective Covenants, but only as they pertain to and affect lots 40 through 136 of the Subdivision and lots 63 through 122 of the Second Amended Subdivision (the original unamended Protective Covenants remaining in full force and effect with respect to the remaining lots of the Subdivision):

Part B, Paragraph 4 - Building Location

(a) No building shall be located on any lot nearer than 20 feet to the front line of the lot, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 5 feet to any interior side lot line; provided, however, that notwithstanding the foregoing a garage or other permitted accessory building that is located 65 feet or more back from the front lot line may be located one foot or more from any interior side lot line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

Part B, Paragraph 5 - Lot Area and Width

No building shall be erected or placed on any lot having a width of less than 45 feet at the minimum building setback lines described in Part B, paragraph 4 hereof, nor shall any building be erected or placed on any lot having an area of less than 5,000 square feet, except that a building may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat of the Subdivision (as amended from time to time) which these covenants burden provided that the minimum building setback lines described in Part B, paragraph 4 hereof are maintained. No lot may be redivided for the purpose of creating any additional building sites.

This Amendment shall be construed to be deemed a part of the Protective Covenants, as through fully set forth therein, and except as amended herein, all of the remaining provisions,

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terms, and conditions of said Protective Covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 4 day of October, 1983.

IVORY AND COMPANY, a Utah  
Limited Partnership

By Ellis R. Ivory  
Ellis R. Ivory  
Managing General Partner

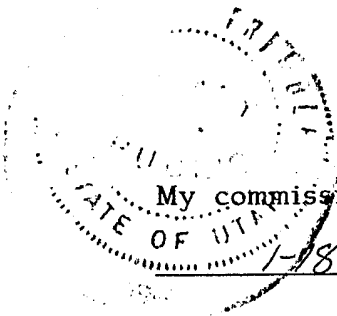
STATE OF UTAH            )  
                                  ): ss.  
COUNTY OF SALT LAKE )

On the 4 day of October, 1983 personally appeared before me ELLIS R. IVORY, the Managing General Partner of IVORY AND COMPANY, a Utah Limited Partnership, the signer of the foregoing instrument, who duly acknowledged to me that he signed and executed the same for and in behalf of the said IVORY AND COMPANY for the purposes therein contained.

Phyllis Trumble  
Notary Public  
Residing in S.L.C., Utah

My commission Expires:

1-18-85



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